

JPA File No.: 07-025 I  
AG Contract No.: P001 2007 001318  
Project: DPS Driver Safety Signs  
Section: Rest areas statewide  
TRACS No.: H7126 01C  
Budget Source Item No.: n/a

**INTERGOVERNMENTAL AGREEMENT**

BETWEEN  
ARIZONA DEPARTMENT OF TRANSPORTATION  
AND  
ARIZONA DEPARTMENT OF PUBLIC SAFETY

**THIS AGREEMENT** is entered into this date November 16th, 2007, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the ARIZONA DEPARTMENT OF TRANSPORTATION ("ADOT") and the ARIZONA DEPARTMENT OF PUBLIC SAFETY ("DPS"). ADOT and DPS are collectively referred to as "Parties".

**I. RECITALS**

1. ADOT is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the ADOT.
2. DPS is empowered by Arizona Revised Statutes § 41-1713 to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Arizona Department of Public Safety.
3. DPS wishes to install Driver Safety signs at selected Safety Rest Areas statewide. DPS will provide, construct, install and maintain the signs. ADOT will coordinate with DPS to determine exact locations of proposed sign installations and oversee the construction and installations, collectively hereinafter referred to as the "Project."

**THEREFORE**, in consideration of the mutual covenants expressed herein, it is agreed as follows:

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NO. 29432  
Filed with the Secretary of State  
Date Filed: 11/16/07  
James L. Harrison  
Secretary of State  
By: [Signature]

## **II. SCOPE OF WORK**

### **1. DPS shall:**

a. Upon execution of this Agreement, advertise for bids and award one or more construction contract(s) to accomplish the Project.

b. Administer the construction contract(s) executed to accomplish the Project, including making all payments to contractor(s).

c. Coordinate with ADOT on Rest Area locations and the exact locations within each Rest Area of proposed sign installations and related construction efforts for said Project. Prior to final sign production, provide ADOT with a prototype sign for inspection, comment and approval, incorporating any changes or modifications as necessary.

d. Be responsible for contacting the appropriate "Blue Stake" office prior to any digging or ground penetration for securing the location of any underground facilities per Section 107.15 of the ADOT's "Standard Specifications for Road and Bridge Construction." The Blue Stake Office shall be contacted at least 48 hours and no more than 60 days prior to locating utilities. Simultaneously contact the appropriate ADOT Facilities Office of this action and coordinate as needed.

e. Obtain, per established procedures of ADOT's various District Permit Offices, a valid annual Encroachment Permit for the routine/normal maintenance and emergency maintenance work provided by DPS within ADOT's rights of way. Installation of these signs shall also require a separate Temporary Construction Easement as per the various ADOT Districts' established procedures, which may be obtained through the appropriate District Office.

f. Upon ADOT's concurrence of the final installation plans and prior to award of the Project, acquire a permit from ADOT for construction of the Project as per the various ADOT-wide Districts' established procedures as related to each rest area.

g. Install and maintain signs as needed under this Agreement, including any emergency repairs.

h. Repair signs and sign posts if: 1) minor weathering and/or vandalism has occurred which effects the ability to read the information included in the signage, including minor graffiti or scratch marks; or 2) paint has faded, been altered or chipped; or 3) connections, such as screws and rivets, have been compromised.

i. Replace signs and sign posts if: 1) significant weathering and/or vandalism has occurred which greatly affects the ability to read the information included in the signage, such as considerable graffiti or scratch marks; or 2) the sign panel has been removed or defaced; or 3) the sign posts have been bent or structurally affected.

j. Respond to ADOT within 10 days when notified of maintenance needs. Repairs or replacements will be done within 30 days of notification by ADOT to appropriate DPS personnel, as listed within this Agreement.

k. Remove signs entirely if repairs or replacements cannot be accomplished for any reason. The removal of the signs shall include patching any holes left as a result of removing screws or mounting brackets, to restore the wall surface to existing adjacent conditions. Prior to removing signs, contact ADOT with details about the pending sign removal(s).

2. ADOT shall:

- a. Review and approve proposed signage details for Project installation, including earlier inspection of sign prototype and any commenting prior to final production.
- b. Coordinate with DPS on sign installations and related construction efforts for said Project.
- c. Grant a Temporary Construction Easement to DPS for each Rest Area for sign installations, as per various Districts' established procedures.
- d. Grant or confirm, per established procedures of ADOT's various District Permit Offices, that DPS has a valid annual Encroachment Permit on file, for routine/normal maintenance and emergency maintenance work provided by DPS within ADOT's rights of way. Installations will require a separate Temporary Construction Easement be obtained from the appropriate ADOT District Office, and per the various Districts' established procedures.
- e. Notify the appropriate DPS maintenance personnel, as listed in this Agreement, of repair or replacement needs involving said Driver Safety signage. If signs are not properly repaired or replaced per Section II. Scope of Work, 1.h and 1.i. of this Agreement, ADOT shall have the option of removing said signs and billing DPS for incurred expenses.
- f. Coordinate with DPS personnel as needed upon receiving notification of their contacting "Blue Stake" for utility location services.

### **III. MISCELLANEOUS PROVISIONS**

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect for a period of (5) five-years from the effective date, unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This Agreement will be automatically renewed for successive periods of (5) five-years unless either party shall give notice in writing to the other not less than (1) one-month nor more than (3) three-months prior to the initial or renewed expiration date. Should DPS fail to maintain the Project, it is understood and agreed that ADOT shall not be obligated to maintain said Project as referenced herein.
2. This Agreement shall become effective upon filing with the Secretary of State.
3. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.
4. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.
5. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.
6. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows, with the exception of contacting ADOT Facilities by phone to coordinate with Blue Stake requests:

Arizona Department of Transportation (ADOT)  
Joint Project Administration  
205 S. 17<sup>th</sup> Avenue, Mail Drop 616E  
Phoenix, Arizona 85007  
(602) 712-7525  
(602) 712-7424 Fax

Arizona Department of Public Safety  
(DPS)  
Director's Office  
P.O. Box 6638  
Phoenix, AZ 85005-6638  
(602) 223-2464  
(602) 223-2917 Fax

ADOT Facilities – South Region  
(520) 838-2850  
ADOT Facilities – North Region  
(928) 779-7548

Tom Heideman, Facilities Architect  
Facilities Management Section  
(602) 223-2470

7. This Agreement is subject to all applicable provisions of the Americans with Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

8. Illegal Immigration: The parties agree to comply with Executive Order 2005-30, "Ensuring Compliance with Federal Immigration laws by State Employers and Contractors," the provisions of which are hereby incorporated by reference.

9. Non-Availability of Funds: Every payment obligation of the Parties under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds for the continuance of this Agreement are not allocated or are not available, this Agreement shall terminate automatically on the date of expiration of funding. In the event of such termination, the Parties shall incur no further obligation or liability under this Agreement other than for payment of services rendered prior to the expiration of funding.

10. Other Agreements: This Agreement in no way restricts either Party from participating in similar activities with other public or private agencies, organizations, or individuals.

11. Compliance with Applicable Law: All work performed pursuant to this Agreement shall be in compliance with all applicable state and federal laws and regulations.

12. Severability: In the event that any such provision of this Agreement or portion thereof is held invalid, illegal, or unenforceable, such provision or portion thereof shall be severed from this Agreement and shall have no effect on the remaining provisions of this Agreement, which shall remain in full force and effect.

13. Termination Generally: Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party.

14. Integration: This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter herein and accurately sets forth the rights, duties, and obligations of each Party. All prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. The provisions of this Agreement may be abrogated, modified, rescinded, or amended in whole or in part only by mutual written consent executed by the Parties.

15. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each Party's legal counsel and that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.


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IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

ARIZONA DEPARTMENT OF PUBLIC SAFETY

ARIZONA DEPARTMENT OF  
TRANSPORTATION

By   
\_\_\_\_\_  
ROGER VANDERPOOL  
Director

By   
\_\_\_\_\_  
SAM MAROUFKHANI, P.E.  
Deputy State Engineer, Development

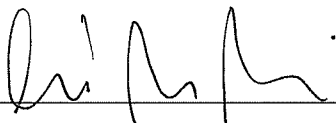
G:\JPA 07-025 DPS Driver Safety sign installations statewide  
Initial draft 4/4/07 ghc  
Revised 4/13/07 ghc  
Revised 5/7/07 ghc/dde  
FINAL 7/10/07 ghc with AG approval


**ATTORNEY APPROVAL FORM FOR THE ARIZONA DEPARTMENT OF PUBLIC SAFETY**

I have reviewed the above referenced Intergovernmental Agreement between the DEPARTMENT OF TRANSPORTATION (ADOT), and the ARIZONA DEPARTMENT OF PUBLIC SAFETY (DPS), an Agreement among public agencies which has been reviewed pursuant to A.R.S. § 11-951 through § 11-954, and declare this Agreement to be in proper form and within the powers and authority granted to the DPS under the laws of the State of Arizona.

No opinion is expressed as to the authority of ADOT to enter into this Agreement.

DATED this 31<sup>ST</sup> day of OCTOBER, 2007.

  
\_\_\_\_\_  
~~DPS Attorney~~  
ASSISTANT ATTORNEY GENERAL

<p>TERRY GODDARD Attorney General</p>	<p> <b>OFFICE OF THE ATTORNEY GENERAL</b> STATE OF ARIZONA</p>	<p>CIVIL DIVISION TRANSPORTATION SECTION Writer's Direct Line: 602.542.8855 Facsimile: 602.542.3646 E-mail: Susan.Davis@azag.gov</p>
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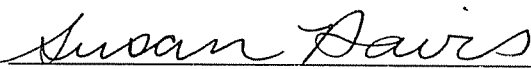
**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. P0012007001318 (**JPA File No. 07-025-I; DPS Contract No. 2007-236**), an Agreement between public agencies, i.e., Arizona Department of Transportation and Arizona Department of Public Safety, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: November 7, 2007

TERRY GODDARD  
Attorney General

  
SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

SED:mjf:46703  
Attachment